



USAID | SENEGAL

FROM THE AMERICAN PEOPLE

Solicitation Number: RFP No 685-09-P-11

Issuance Date: June 22nd, 2009

Deadline for receipt of Eligibility Questionnaire: June 29, 2009, 4:30 PM

Closing Date for Questions: July 6, 2009; 4:30 PM

Closing Date and Time: July 20, 2009, 4:30 PM

SUBJECT: Request for Proposal (RFP) No. 685-09-P-11 – Maintenance Services for USG’s Residential Facilities

Dear Potential Offerors:

The United States Government (USG) is seeking proposals from qualified, competent and credible Dakar-based organizations interested in providing professional, full-range maintenance services to USG as described in the attached solicitation.

IMPORTANT - INITIAL PROPOSAL REQUIREMENTS

This competition is open to local Senegal-owned firms meeting **specific Eligibility Criteria only**. Offerors must first review RFP’s Attachment titled ‘**Determination of Firm’s Eligibility to Bid**’ in order to determine whether they are eligible to submit bid offer. Also, please see paragraph 14 which follows.

For convenience of Offerors, the following highlights of the RFP solicitation are provided:

1. After ascertaining their eligibility to submit bid status, bidder must review RFP solicitation **thoroughly** in order to properly understand USG requirements, be able to estimate their true cost of performance and to understand USG’s method of selecting the winning proposal.
2. Due to significant interest the RFP is expected to generate among potential Offerors, USG will schedule visits to one or two Residential properties for only firms that can easily appear to meet the “Firm’s Eligibility to Bid”.
3. Issuance of this RFP solicitation does not constitute USG commitment to make the award.
4. USG will not reimburse any bidder (including the successful bidder) for any costs incurred in the preparation or submission of their bid offer.
5. Offerors **must** follow RFP’s Section L specific instruction for the preparation of Technical and Cost proposals. Additional **important** instructions are also found in RFP’s Section J – Attachments, and must be followed. Past performance record is the **important** part of USG’s screening process. Offerors must submit the required **Customer Satisfaction Survey** – please see RFP’s Sections M (Technical Evaluation Criteria) and J (Attachment titled “Customer Satisfaction Survey”) for instruction/details.
6. Separately from the required Survey (see RFP’s Section M and Attachment J mentioned in item 6, above), Offerors must also **provide the names, locations, phone numbers** (verified as current) of all commercial-scale clients they had in the last 3 years.

7. It is **critically important** that bid is received at RFP's stated USG delivery point **not later than the RFP-stated RFP Closing Time/Date** as USG rules are **very strict** concerning non-acceptance of late proposal delivery.
8. Proof of bid submission. USG will provide each bidder a signed Receipt showing date and time of bid receipt at the RFP-designated (see RFP Section L) bid delivery point. Bidder claiming bid delivery to USG-designated bid delivery point must produce original of the USG receipt.
9. USG has standard monthly payment cycle after services billed for previous month were rendered. The bidder must have **adequate financial resources** of their own (or the ability to access such without USG assistance) to be able to perform consistently successfully (or better). Costs of borrowing are not reimbursable (must not be included in the cost proposal).
10. At the time of bidding the firm must have all **necessary local licenses** required in order to perform services as described in this RFP solicitation in full compliance with the Senegalese law and ordinances.
11. In the submission Cover Letter, the bidder must **provide the name, phone and email address** of the principal officer and the individual legally authorized to negotiate on behalf of the firm the technical and cost terms and conditions.
12. Legitimate, focused questions/request for clarification (if any is needed) specific to this RFP solicitation must be submitted by email to ptresch@usaid.gov (positively **NO** PHONE CALLS). Response will be by email only (inquiring firm must provide accurate email address they wish USG to send the response to). Inquiry must be received by Mr. Tresch by the date shown on Page 1 of the RFP.
13. If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the (RFP), this solicitation will be amended. Offerors will be informed of any amendments to the solicitation through e-mail address or telephone number. Solicitation Amendment (if any) will be made available on USAID website.
14. To deal with the high number of offers submitted in response to this solicitation, USG will first collect and evaluate the form/data entitled "Determination of Firm's Eligibility to Bid". USG will then contact selected firms to visit a USG residence (optional) and to submit a written proposal.
15. Bidder's proposal must be valid for 6 months.

Thank you for your interest in the USG.

Sincerely,

Phillip S. Tresch
Contracting Officer
Office of Acquisition & Assistance
USAID/Senegal/RAAO
ptresch@usaid.gov

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 209) TYPE OF SOLICITATION		RATING N/A		RFP No. 685-09-P-11 Page 3 of 48	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 685-09-P-11		<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/22/2009	
						6. REQUISITION/PURCHASE NUMBER 2009-PLM-R-137	
7. ISSUED BY Office of Acquisition & Assistance USAID/Senegal Derriere Hotel Ngor Diarama, Petit Ngor, NGOR, Dakar				8. ADDRESS OFFER TO (If other than Item 7) Contracting Officer USAID/SENEGAL Dakar, SENEGAL			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "Offeror".

SOLICITATION

3. Sealed offers in original and _____ 3 _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
USAID/Senegal, Derriere Hotel Ngor Diarama, Dakar - Senegal until **4:30 PM** local time **07/20/2009**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Phillip S. Tresch		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
	AREA CODE 221	NUMBER 338696100	EXT. 3272	ptresch@usaid.gov		

11. TABLE OF CONTENTS

See Attached Table of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER						17. SIGNATURE			
AREA CODE	NUMBER	EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
				28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide facilities maintenance services as described in detail in Section C.

B.2 CONTRACT TYPE

This is Time-And-Materials Firm-Fixed Price (FFP) per USG Residence contract. The requirements to be fulfilled for each USG Residence are fully described in Section C, Statement of Work, of this RFP. The bidder must propose price per USG Residence by month and year in the spaces below:

Base Year 1 (prices shown effective from _____ to _____)

<u>Unit Defined</u>	<u># of Units</u>	FFP per <u>Unit/month</u>	<u>FFP/Year</u>
1. Residences	25	F CFA_____	F CFA_____

Base Year 2 (prices shown effective from _____ to _____)

<u>Unit Defined</u>	<u># of Units</u>	FFP per <u>Unit/month</u>	<u>FFP/Year</u>
1. Residences	25	F CFA_____	F CFA_____

Option Year (prices shown effective from _____ to _____)

<u>Unit Defined</u>	<u># of Units</u>	FFP per <u>Unit/month</u>	<u>FFP/Year</u>
1. Residences	25	F CFA_____	F CFA_____

NOTE: The 25 units will consist of approximately 5 apartment, 10 older houses, and 10 newer houses.

[END OF SECTION B]

SECTION C

SECTION C - DESCRIPTION/SPECIFICATIONS, STATEMENT OF WORK (SOW)

A. OVERVIEW OF STATEMENT OF WORK

The USG is seeking proposals from qualified, competent and credible Senegalese Organizations. The successful Offeror will be required to provide professional, full-range maintenance services to the USG:

25 residences. Average residence has (4) bedrooms and (4) bathrooms. All residences have individual air conditioning units distributed throughout the building structure. Initial bid and SOW will include a “per residence cost”.

Generally, the above locations must have maintenance service available **24 hours, 7 days a week**. The list of appliances and equipment currently installed at above locations are specified under section 4.0 (Appliances & Equipment Installed at USG Residences).

All contractor’s representatives/employees having need for regular access to any of the above locations in the course of duty must have **clean police record** and qualify for USG separate **security clearance** and must maintain them at all times.

USG does NOT contemplate Offeror’s familiarization visits/inspections to USG locations for the first bidding phase. All Offerors should use this RFP’s Statement of Work and information this RFP solicitation contains to prepare best technical and cost proposal directly responsive to USG requirements. It is anticipated that Offerors will need to make certain business assumptions based on their understanding of USG-required maintenance services. Offerors are instructed NOT to propose types of services that are not stated in this Section C as required (e.g., residential cleaning and gardening services are NOT required under this RFP solicitation).

NOTE: only the USG Contracting Officer Technical Representative (COTR) and the Contracting Officer (CO) have the authority to direct the contractor to perform specific maintenance service or repair work that might be in question whether it should be performed/is within Scope of Work (SOW). If there is any uncertainty about USG personnel having/not having the **actual authority** to direct performance of maintenance service or repair work, the contractor must NOT fill the request and must **immediately notify** USG COTR or the CO. Performance of maintenance service or repair work directed by any other USG personnel or anyone else does not entitle the contractor to reimbursement even if work was within the SOW and the firm-fixed price. The direction to perform must come from the COTR or the CO (excepting covered emergencies - see item. No. 1.3(o) - Emergency Repairs).

B. STATEMENT OF WORK/SPECIFICATIONS:

1.1 The contractor shall provide the personnel to accomplish the work set forth below. The said personnel must (in addition to other staff needed) include at least the following essential staff: Quality Control Specialist, Architect/Civil Engineer, Electrical Engineer, Air Conditioner Specialist, Maintenance Supervisor, Appliances Specialist, Professional Plumber, Senior Mason and a qualified carpenter/Welder.

1.2 The contractor will be responsible for recruiting and hiring and payment of personnel in accordance with Government of Senegal labor laws and be capable of obtaining US Embassy Security clearances for all employees designated for accomplishing the statement of work (SOW). Additionally, the contractor shall provide as minimum adequate liability coverage, uniforms, appropriate shoes, gloves, other protective clothing and workman's compensation for injury incurred on the job for all its full time employees. The contractor shall also provide adequate insurance coverage for vehicles and equipment used to accomplish the scope of work.

1.3 The contractor shall provide labor and materials to a set standard as described to accomplish the tasks listed below.

- a) Make day to day repairs as requested and perform required routine maintenance on USG Senegal owned appliances, equipment and fittings at designated USG Senegal locations within Dakar. Contractor must ensure that all routine repair work is completed within three (3) working days from the date of receipt of service request/work order while emergency work must be resolved within 4 hours.
- b) Follow schedule for and perform quarterly preventive maintenance for all equipment and appliances at all USG locations.
- c) Electricity: Service shall include, but not be limited to, troubleshooting electrical problems relating to power surges and circuit breaker failures, as well as identifying potential electrical and safety hazards. Contractor will inspect and repair the general distribution panel if necessary, determine load capacity and be able to load circuits or phases correctly. In addition, the identification and repair of electrical short circuits in the internal power distribution lines or switches and/or power supply will be performed. Contractor must have excellent relationship with SENELEC for urgent interventions.
- d) Generator: Service shall include maintenance and repair of generators installed in USG Residences, and deliver of fuel to USG residences to refuel generators. Contractor will be responsible for the continuity of the supply of electricity to the USG Residences.
- e) Plumbing: Services shall include, but not be limited to, the installation or repair of water pump systems, fixtures, fittings and replacing faulty, worn, damaged, or broken plumbing items. Service shall include deliver of water to USG Residences in case of water shortage.
- f) Painting: Service shall include, but not be limited to, interior and exterior painting. Ability to varnish and finish wood floors and/or cabinets will be required.
- g) Air Conditioners: Services shall include, but not be limited to, full preventative maintenance, periodic supply of gas, as needed, as well as installation of air conditioning units.
- h) Appliance Repairs: Service shall include, but not be limited to the repair of refrigerators, electric stoves, freezers, washers/dryers, dish washers, water distiller, and water heaters.
- i) Provide **twenty-four hours, seven days a week availability** of experienced personnel for emergency services.

- j) Arrange for the replacement of depleted propane gas bottles installed in Missions' residences for the operation of kitchen stoves.
- k) Pick-up trash including garden rebuses from all USG Senegal locations on a twice-weekly basis.
- l) Empty Septic Tank from All USG Senegal locations as required.
- m) Move residential furniture & equipment from the warehouse to USG locations and vice versa.
- n) Contractor Emergency Coordinator:

The contractor shall have an emergency coordinator who will be available on call and available at all times to contact for emergency repairs outside of normal working hours. The emergency coordinator will ensure that all repairs authorized/requested during the off-hours are initiated and completed as feasible. The emergency coordinator shall have sufficient command of English language to interact with USG employees.

o) Emergency Repairs:

Typical emergency services may include, but not be limited to:

- Electrical short circuits(s) and power failure(s)
- Damaged electrical and sanitary fixtures that pose an immediate danger or health hazard
- Damaged security light fixtures and replacement of security bulbs
- Broken glass panes
- Damaged or broken gate or locks and fittings
- Major plumbing problems; i.e. burst pipes, leaking hot water, no water, etc
- Empty full septic tank
- Fire
- No power to the entire home
- No water or cooking gas in the home
- No generator fuel
- Imminent structural collapse
- Refrigerator/freezer failure on weekends
- Any other emergency specified and authorized by the USG personnel responsible for the oversight of this contract. Any other emergency (falling within SOW) specified and authorized by the USG COTR or the Contracting Officer

p) Liaises with SENELEC, SDE, SONATEL and other similar agencies in order to resolve all maintenance problems relating to provision of services and facilities to USG Senegal residences.

q) Make ready and refurbish USG Senegal residences for occupancy as and when needed as directed by the COTR or CO. In general, "MAKE-READY" means to bring a house already under lease to the USG and which has already been upgraded to meet USG standards back up to US Government standards. Generally, make ready is conducted between the occupancies of departed and newly arrived USG personnel. Make ready is to include but is not limited to the installation/repair/replacement of air

conditioning units, fridge, freezer, washer, dryer, water distiller(s), stoves; the repair of existing/previously upgraded security features; washing and hanging of draperies; and cleaning of the residence.

The 25 USG Residences to be serviced under this contract are already under lease by the USG, and have already been upgraded to USG standards. In general, “UPGRADE” means to bring a house or an apartment which has never before been leased by the USG up to USG standards and in general is the responsibility of the Owner of the residence. Thus, in general, upgrade work is Not a part of the scope of work under this contract. The Contractor will only be responsible for repairs which are under the responsibility of the USG under the terms of the lease agreement with the Owner of the USG residence. The Owner of the USG residence will be responsible for all structural work, and repair including, but not limited to, maintenance and repair of structural elements such as walls, ceilings, roofs, floors, and foundations.

r) Carpentry: Services shall include, but not be limited to, the construction of built-in shelving units, the installation of wooden flooring materials, repairs to furniture, and the refinishing of wood furniture. Services may consist of the repair and installation of shelves, dividers, wardrobes, doors, and windows, including replacing broken glass. In addition, knobs, hinges, and security locks may be required to be replaced or installed. Services could also include repair of furniture, and preparing, sanding, varnishing and painting furniture, shelves, doors, and windows.

s) Metal Work: Services shall include, but not be limited to, fabrication of security grills and doors to US Government standards, installation, repair or maintenance of the same including garage doors, windows, hot and cold water tanks, metal fences, small furniture, barbed wire and other security works

t) Masonry: Services shall include, but not be limited to, installation/construction of brick/block and concrete works, and installation of tiles/granite/marble. Work would include repairs to walls, roofs, sidewalks, garages, etc., that need repairing due to other repairs or to deterioration from weather and humidity, poor materials, acts of nature, or general wear.

2.0 GENERAL REQUIREMENTS:

2.1 Personnel:

USG Senegal’s Quality Assurance Supervisor will be the point of contact for all work done by the contractor. The Maintenance Coordinator will assign and approve all residential maintenance work to be done by the contractor. All personnel to be employed under this contract must be persons of good conduct. All personnel must be able to communicate in English Language. Ability to understand and take verbal instructions in English is required. A minimum of secondary school education for all personnel is recommended. It is mandatory that all personnel obtain the US Embassy **security clearance before initiating work.**

2.2 Equipment, Materials and Supplies:

All equipment required for the activities to be undertaken under this contract shall be provided by the contractor. Successful Offeror will be required to provide ALL small supplies, materials,

residential maintenance consumables/replacement parts having retail unit price **10.000 F CFA or less**. Cost of small supplies, materials, residential maintenance consumables/replacement parts is **NOT** to be included in the **initial bid** (submission of pre-qualify form). Only **short-listed Offerors** will be requested to submit small supplies, materials, residential maintenance consumables/replacement parts estimate at a later time as directed by USG. This small materials estimate will be part of the Offeror's overall cost proposal and form basis for cost negotiations.

Successful Offerors must carry adequate inventory of small supplies, materials, office maintenance consumables/replacement parts needed to provide effective facilities maintenance support service at all times. In addition, consistent with 24/7 required service, the successful Offeror is required to carry common **spare parts priced over 10,000 F CFA** per unit which may be needed for emergency repairs/maintenance service or when routine maintenance falls outside regular business hours. USG will reimburse successful Offeror for the required replacement parts costing over 10,000 F per unit separately.

3.0 USG'S LOGISTICS SUPPORT TO WINNING CONTRACTOR:

USG will provide a site office, computer, and phone to the contractor's Project Manager. **No additional logistical or other support to the winning contractor will be provided by USG.**

4.0 APPLIANCES & EQUIPMENT INSTALLED AT USG LOCATIONS:

Listed below is the estimated number of appliances and generators. Contractors should note that the quantities stated below could go up during the life of the contract. Any equipment replacing the currently installed within residences is also covered by this scope of work. These quantities will however not exceed one more unit per residence of any item quantity stated in this Request for Proposal (see below).

Appliances & Equipment	Quantity
Air conditioners	8
Microwave Oven	1
Water Heaters	5
Freezer	1
Refrigerator	2
Dryer	1
Washing machine	1
Lawnmower	1
Water Distiller or Dispenser	1
American-type (gas) cooking range	1
Vacuum cleaner	1
Generator	1
Ceiling & Exhaust fans	8

[END OF SECTION C]

SECTION D

SECTION D - PACKAGING AND MARKING

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

[END OF SECTION D]

SECTION E

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USG inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Executive Office
USAID/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is an initial 2-year award followed by 1 option year, effective on or about September 1, 2009. Exact effective date will be mutually agreed between USG and the winning Offeror.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the COTR specified in Section G:

- 1) Quarterly Preventive Maintenance Report
- 2) Quarterly Maintenance Report

F.6 KEY PERSONNEL

A. The key personnel whom the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
------	-------

(To be specified by the Offeror in the proposal and to be incorporated into the contract at time of award).

B. The personnel to be specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USG COTR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

C. The number of key personnel designated must not be more than five (5) individuals or 5% of Offeror's employees proposed to work under the contract, whichever is greater.

[END OF SECTION F]

SECTION G

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Acquisition & Assistance
USAID/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

The Contracting Officer responsible for this contract administration immediately after award will be identified in the contract when awarded.

G.2 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer Technical Representative for the contract will be indicated in a separate COTR Designation Letter. The COTR will be located at:

Executive Office
USAID/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

Telephone: (221) 33-8696100, Ext. 3402

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USG

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Technical Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) The COTR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: TBD

Operating Unit: USG/Senegal

Strategic Objective: N/A

Team/Division: Executive Office

Benefiting Geo Area: 685

Object Class: TBD

Amount Obligated: TBD

[END OF SECTION G]

SECTION H

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.2 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources: To be determined based on the successful Offeror's proposal.

H.3 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant must be able to understand, communicate, and take verbal instructions in English Language.

H.4 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract.

H.5 REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

- (vii) Reports are required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

- (i) "Agreement" includes USG direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to:

Financial Management Office
USAID/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <http://www.state.gov/m/rm/c10443.htm>

H.6. SPECIAL PROVISIONS

In relation to a remedy for needed work not being accomplished to either a time or quality standard, the following two requirements apply:

- (a) Unsatisfactory quality/completion will mean re-doing the task until satisfactory result is achieved. In addition, if the contractor's team is not successful on a second attempt, then the COTR will give the task to a third party, with costs paid by the Contractor.
- (b) Unsatisfactory time specially for emergency work will mean Contractor assigning a back-up team member within the time period, and if that fails, the COTR will give the task to a third party, with costs paid by the Contractor.

[END OF SECTION H]

SECTION I

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC 2001
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997

52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2007
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCT	FEB 2001
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-9	REFUND OF ROYALTIES	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
25.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.245-9	USE AND CHARGES	AUG 2005
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	
752.245-70	GOVERNMENT PROPERTY-USG REPORTING REQUIREMENTS	
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7025	APPROVALS	APR 1984

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

I.3 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <http://arnet.gov/far/>

I.5 AIDAR 752.242.70 PERIODIC PROGRESS REPORTS (JULY 1998)

As prescribed in 742.1170-3(c), insert the following clause in contracts for which periodic progress reports are required from the contractor. The term "contract" shall be interpreted as "task order" or "delivery order" when this clause is used in an indefinite-delivery contract.

PERIODIC PROGRESS REPORT (JULY 1998)

a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USG in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USG personnel or their authorized representatives when evaluating the contractor's performance.

d) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

I.6 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USG has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USG financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USG financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USG/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

[END OF SECTION I]

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
Attachment 1:	Offeror's Customer Satisfaction Questionnaires – must be included in Technical Bid (if applicable)
Attachment 2:	Winning Contractor's Performance Assessment Template (for information: do not submit)
Attachment 3:	Detailed Budget Format – must be included in Cost Bid (also see Section L instructions)
Attachment 4:	Determination of Firm's Eligibility to Bid – must be included in Cost Bid (as the 1st page)
Attachment 5:	Identification of Principal Geographic Code Numbers – (for information only)
Attachment 6:	SF LLL – Disclosure of Lobbying Activities – must be included in Cost Bid

Hard copies are attached at the end of this document.

NOTE: Offeror's failure to include in their Technical and Cost bid offers any of the properly completed and properly placed Attachments identified in this RFP as required will result in USG determination of submission Non-responsiveness and offer's rejection from consideration.

[END OF SECTION J]

SECTION K

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
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FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO (AUG 2003) FOREIGN NATIONALS	
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K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph I of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph I applies.
- ☐ (ii) Paragraph I does not apply and the offeror has completed the individual representations and certifications in the solicitation.

I The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to

insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2I(5) or 9903.201-2I(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

K. Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

K. I Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that: the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting officer, in the form specified under subparagraphs I(1) or I(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS–ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.4 52.230-7 PROPOSAL DISCLOSURE–COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 INSURANCE – IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.6 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001
52.237-1	SITE VISIT	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials Firm Fixed Price (per residences) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Office of Acquisition & Assistance
USG/Senegal
Derriere Hotel Ngor Diarama
Petit Ngor, NGOR
Dakar, SENEGAL

Mailing Address:

Office of Acquisition & Assistance
USG/Senegal
BP 49
Dakar, SENEGAL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.5 GENERAL INSTRUCTIONS TO OFFERORS

1) Offeror's Technical Proposal and Cost Proposal (**paper copies only**) must be submitted in separate sealed envelopes. Each envelope must be clearly marked "TECHNICAL PROPOSAL" and "COST PROPOSAL" respectively. Additionally, there must be separate (third) sealed envelope containing sealed **Surveys** (three are requested) from the Offeror's customers. **IMPORTANT:** envelope containing Survey must be clearly marked "Surveys" and have Offeror's name printed (in capital letters). All three sealed envelopes: "Technical Proposal", "Cost Proposal" and "Surveys" must be placed in ONE (large) envelope and must be received at the USG designated in the RFP solicitation point of receipt by the RFP closing time. Offeror's submission must be complete (contain all RFP's required documents in volume as stated immediately below) in order for the bid offer to be considered.

1.a) Offeror must submit (1) original and (3) copies of the Technical and Cost Proposal (Technical and Cost sets must be in separate sealed envelopes). Each Technical and Cost copy-set must contain the same documentation as the respective original sets.

2) Separately from the required Survey (see RFP's Section J, Attachment titled "Customer Satisfaction Survey", Offerors must provide in their submission's Cover Letter the names, locations, verified as current phone numbers of all major commercial-scale clients they had in the last 3 years.

3) In their submission's Cover Letter Offeror must provide the name, phone and email address of the principal officer and the individual legally authorized to negotiate on behalf of the firm technical and cost terms and conditions.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M. Narrative must address directly and adequately each Technical Evaluation Criteria stated in Section M.1(b) below.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard A4 (8.27" x 11.69") paper, single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

1. To enable USG to evaluate cost proposal's major cost components reasonableness, Offeror's cost proposal **must** be submitted in the format as presented in the RFP's Attachment titled **"Detailed Budget Format"**. **Inconsistency in submitted budget format** necessitating USG to dedicate excessive time to evaluate will result in cost proposal determination as Non-Responsive to the RFP and bid's rejection from further consideration. Offeror to follow Attachment's "Important Notes" and "Footnotes" when constructing their cost proposal.

If Offeror envisions subcontracting part of the RFP's SOW, subcontractor's budget must be submitted with the bid and its format must be consistent with RFP's Attachment "Detailed Budget Format".

2. Offerors responding to this Solicitation must **NOT** include Small Supplies/Materials/Small Replacement Parts estimate in their initial cost proposal. Only short-listed Offerors will be notified by USG to provide this estimate in the second stage of competition.

USG will establish competitive range based on its evaluation of eligible initial bids (exclusive of supplies/materials/small replacement parts cost estimate). Only firms which the Contracting Officer determines as having reasonable chance to be selected for award based on their initial bid's scoring will be notified of being included in the competitive range. USG will notify only short listed firms (Offerors in the competitive range) and arrange for a site visit (accompanied by USG representative). This will be short-listed Offerors' opportunity to become familiar with USG facilities and their structure/conditions, equipment, etc., or to obtain limited clarifications. USG will allow Offeror up to 3 hours for facilities site visit. In addition, the short listed Offeror will have opportunity to visit up to 2 residences to gain familiarity with the equipment installed within and the compound. Site visit date is not subject to rescheduling. Offeror's inability to keep USG appointment may result in bid's removal from further consideration.

After site visits, each Offeror will be allowed **(10) calendar days** to submit cost estimate **ONLY** for all small supplies, materials and any office maintenance consumables of acceptable quantity as part of office facilities full-maintenance or to complete a particular work order when the retail price of such item exceeds F CFA 10,000. Reasonable cost of supplies/materials handling may be included in the estimate. They must be shown as separate cost line-item. The Offeror's small supplies/materials and small supplies/materials handling total estimate will then be added to the Offeror's initial proposal. USG will evaluate and rescore each initial bid in the competitive range based on Offeror's complete price (including small supplies/materials and handling charges, if proposed, that successful Offeror performing the scope will have to provide).

L.8 ADDITIONAL INFORMATION OR CLARIFICATIONS

Legitimate, focused questions/request for clarification (if any is needed) specific to this RFP solicitation must be submitted by e-mail to ptresch@usaid.gov (positively NO PHONE CALLS). Response will be by e-mail only (inquiring firm must provide accurate email address they wish USG to send the response to). In order for the inquiring firm to receive USG's response in sufficient time to prepare their bid package for timely submission, inquiry must be received by Mr. TRESCH **not later than date shown on the cover letter.**

[END OF SECTION L]

SECTION M

SECTION M - EVALUATION FACTORS FOR AWARD

52.217-5

EVALUATION OF OPTIONS

JUL 1990

M.1 EVALUATION CRITERIA

(a) The proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

<u>Evaluation Criteria Element:</u>	<u>Point Range</u>
1. Customer Satisfaction (this is Offeror's customer assessment of Offeror's services quality in terms of timely response & workmanship). If new firm, the Offeror must provide sufficient convincing narrative to demonstrate having capability to perform fully successfully if awarded contract by USG. Issues include: (a) Emergency maintenance/repairs (b) Routine and preventive maintenance/repairs (c) Level of motivation/effort to provide customer best service Total Customer Satisfaction score: <u>Note:</u> (a-c) will be evaluated based on Survey required to be included in the Offeror's submission – see RFP's Attachment "Customer Satisfaction Survey", or if new firm, on the bidder's narrative statement which must be clear & convincing.	0 - 30
2. Firm's Management/Technical Personnel/Financial capability to perform: <u>Note:</u> Offerors are required to provide accurate statement (no more than 3-page long) allowing USG to assess Offeror's management/technical personnel and financial capability to perform USG's requirements. Corporate personnel Training & Project Oversight to ensure quality performance: <u>Note:</u> Offerors are required to provide accurate statement (no more than 3 pages long) allowing USG to assess corporate structure's commitment	0 - 30
3. Cost proposal (a) Employees' salaries, benefits, & Allowances (b) Small Supplies and Materials under 10,000 F CFA (c) Corporate operational costs (d) Profit	0 – 40
TOTAL SCORE:	0 - 100

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

USG anticipates selecting the winning bid/offer based on Offeror's original submission and the original submission of the small supplies/materials/small replacement parts estimates. Offerors are encouraged to propose their best technical and cost proposals first time.

Selection of the winning offer will be based on technical and cost evaluation criteria factors. Technical evaluation factors are significantly more important than cost factor. USG will select bid determined to represent best overall value to the US Government.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

[END OF SECTION M]

ATTACHMENTS

ATTACHMENT 1

CUSTOMER SATISFACTION SURVEY

(bid must include completed sealed Survey - three are preferred - or bid will NOT be considered)

Bidding Firm's Name: _____, Address in Dakar: _____

Responding Firm's Name: _____, Phone: _____

Responding Firm's Physical Address: _____

Principal Business: _____, No. of full-time employees at address above: _____

Official's Completing Survey Name: _____, Position in the Firm: _____

Prospective Offeror (identified above) is required to provide Customer Satisfaction Survey from up to (3) commercial clients whom they provided facilities maintenance support services within past (3) years in order to be eligible to bid on USG/Senegal maintenance services contract. When so requested by the prospective Offeror, USG would appreciate receiving your assessment of your Customer Satisfaction with the Offeror's services provided to your Firm by completing **brief** Survey below. If you agree, please put the completed Survey in a **sealed envelope** (please sign/place firm's seal over the envelope's seals) and have it ready for pick up by the prospective Offeror. Their bid must include sealed envelope containing Customer Satisfaction Survey to be eligible. USG is very thankful for your cooperation!

1. On 0-15 point scale, how do you rate Offeror's **emergency maintenance/repair** services (responsiveness and quality of workmanship)?

Your answer: _____ points. Please use space below to provide brief explanation of your rating.

2. On 0-15 point scale, how do you rate Offeror's **routine and preventive maintenance/repairs service**?

Your answer: _____ points. Please use space below to provide brief explanation of your rating.

3. On 0-10 point scale, how do you rate Offeror's self-motivation level/effort to provide best service?

Your answer: _____ points. Please use space below to provide brief explanation of your rating.

4. How long has Offeror been providing your Firm services? Answer: since _____ to _____

5. If your Firm needed same services in the near future would you hire Offeror again (or, if the Offeror is currently providing your Firm facilities maintenance service, would you extend their contract)?

Your answer (please place "X" where appropriate): ____ YES ____ NO

Official's Completing Questionnaire Signature

Date Signed

IMPORTANT NOTE: The information you provide will be kept in strict confidence. Should you have any questions concerning this request or Survey feel free to contact USG's Deputy Executive Officer by calling 9 461 -9400.

Offeror to make additional copies of this Survey blank as needed

ATTACHMENT 2

BI-MONTHLY CONTRACTOR PERFORMANCE ASSESSMENT

Evaluation Period:

Success Rate/Performance Benchmark : 100% 70% Below 50 %

Performance Scoring associated with Benchmark:	Successful	Needs Improvement	Not Acceptable
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Actual Success Rate (based on EXO records):

1. Make Ready Requests: _____%

Performance Measure:

Overall Make Ready completed fully-satisfactorily within 14 days of USG's valid request

2. Emergency Maintenance or Repair: _____%

Performance Measure:

Overall contractor responded within 24 hours of USG's valid request and work was promptly completed (except for delays due to job complexity or part unavailability)

3. Routine and Preventive Maintenance/Repairs : _____%

Performance Measure:

Overall work completed successfully within 14 days
of USG's valid request

IMPORTANT NOTE:

Failure to perform consistently fully-successfully in each area of performance will result in USG taking corrective action as appropriate.

ATTACHMENT 3

YEAR 1 DETAILED BUDGET FORMAT

IMPORTANT: (A) Offeror **must** use this format (expending it if necessary) to present Year 1, Year 2 and Option Year separate budgets; (B) Offeror is to allocate to USG's project only fair share of the firm's various operational costs; (C) The winning Offeror will convert Year 1, 2 and Option Year's final Total Price negotiated with USG and present it as the Firm-Fixed unit Price for all SOW Residencies (inclusive of waste removal service, gas bottle delivery, furniture pickup/delivery) above categories considered "units".

<u>Cost Item</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>
1. Individual's Base Salary (see Footnote 1) <i>Bid to show it in the following manner (salaries shown in this table are <u>illustrative</u> only):</i>		
Foreman Electrician (___ hrs/week, Footnote 2)		
Electrician (___ hrs/week, Footnote 2)		
Electrician Assistant (___ hrs/week, Footnote 2)		
_____ other		
Subtotal Base Salaries:		
2. Benefits and Allowances (<i>for each employee</i>):		
- Housing (<i>list for each individual</i>)		
- Meal Allowance		
- Transport Allowance		
- Health Insurance		
- Holiday/Vacation		
- Sick Leave		
- Other Allowance (<i>must specify</i>)		
Subtotal Benefits and Allowances:		
3. Small Supplies & Materials under 10,000 Funit price	<u>Footnote 3</u>	<u>Footnote 3</u>
4. Solid Waste Removal		
5. Corporate operational costs proposed to be charged to USG project (see Footnote 4):		
-office rent		
-corporate office salaries & benefits		
-uniforms		
-work tools		
-office utility bills		
-fuel		
-vehicles preventive maintenance		
-vehicle depreciation		
-licenses & insurances		
-corporate tax		
-other (<i>must specify</i>)		
Subtotal corporate operational costs:		
6. Profit		<u>Footnote 5</u>
Year 1 TOTAL PRICE:		

-
- Footnote 1:** List **each** individual's salary (inclusive of overtime) directly billable to USG project
Footnote 2: Cost proposal **must show** the individual's work-week hours dedicated to USG project
Footnote 3: To be proposed by **short-listed Offerors only** at the time as directed by USG
Footnote 4: Bid must include supporting information explaining **adequately** the basis of cost allocation
Footnote 5: USG does **not** pay profit on materials – proposed profit must be free of profit on materials

ATTACHMENT 4

DETERMINATION OF FIRM'S ELIGIBILITY TO BID

(This form can be completed either in English or French)

Each bid must include completed Attachment self-certifying firm's eligibility to bid to be considered for award. **FAILURE TO SUBMIT REQUIRED COMPLETED ATTACHMENTS WITH THE BID SUBMISSION WILL RESULT IN BID'S NON-ACCEPTANCE (bid rejection).**

The Offeror must determine whether they meet each of the eligibility criteria listed immediately below and insert "YES" or "NO" answer as applicable in the space provided.

1. Is your firm Senegal-owned and currently registered/licensed to do business
In Senegal? _____

2. Does your firm have a minimum of 3-years prior successful experience providing services similar to those required by USG as described in RFP's Section C?
(in lieu of 3-years prior successful experience, provide sufficient convincing narrative to demonstrate that your firm has the capability to perform fully successfully if awarded contract by USG) _____

3. Does your firm currently have necessary technical/personnel and financial ability to provide services as described in RFP's Section C? _____

4. Is your firm's office location envisioned to provide full support to USG project located within maximum 30-minute drive from US AID/Senegal office? _____

5. Does your company abide by the Senegal Labor Law? _____

IMPORTANT NOTE: Only Offerors who answered "YES" to **all** above questions are **ELIGIBLE** to bid.

ADDITIONALLY:

Is the required Customer Satisfaction Survey included in your bid submission? _____

If your firm meets eligibility criteria (above), before submitting please ensure that your bid contains **ALL** required/necessary information and **ALL** required attachments to be considered responsive to this RFP.

ATTACHMENT 5

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USG Geographic Code Book sets forth the official description of all geographic codes used by USG in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 6

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES (on the next Page)

DISCLOSURE OF LOBBYING ACTIVITIES

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Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

0348-0046
Approved by OMB

1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE		2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD		3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT	
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known:		
6. Federal Department/Agency			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number if known:			9. Award Amount if known:		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below a agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

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